



CLUB APARTMENTS & GOURMET RESTAURANT

CHESA CHANTARELLA

PREMIUM SWISS PROPERTY

GENERAL TERMS AND CONDITIONS

These Terms and Conditions govern the contractual relationship between the Tenant and Chesa Chantarella Real Estate AG (hereinafter referred to as the “Landlord”). By completing the booking, the Tenant makes a binding offer to conclude this contract with the Landlord and acknowledges the present General Terms and Conditions, and expressly for all people whom register with the Tenant. The receipt of booking order will be confirmed to the Tenant at once by e-mail. The contract is concluded when the booking confirmation is delivered. The Tenant acknowledges the conclusion of the contract either by express declaration of acknowledgement, by making a deposit, by paying cost of rent in full. With the conclusion of the contract, the Tenant becomes liable for all persons listed in the booking. The Landlord is authorized to refuse to accept any booking without giving reasons or reject a booking without giving reasons.

1. Maintenance and Utility Charges

1.1. The maintenance and utility charges (including but not limited to, gas, heating etc.) are included in the rent. Any stamp duty or tax, including but not limited to, a resort fee is not included in the rent.

2. Acceptance of the Leased Property

2.1. The Leased Property is made available to the Tenant clean and in good condition pursuant to terms and conditions of this Rental Agreement. If during the acceptance procedure any defect or unavailability of any property is identified, the Tenant shall notify the Landlord or the key holder immediately, within 24 (Twenty four) hours after check in and lay any respective claim. Otherwise, the Leased Property is deemed to have been accepted in impeccable condition. If the Tenant fails to accept the Leased Property or acceptance is delayed for any reason whatsoever attributable to the Tenant, then the Rent shall be paid in full.

3. Services

3.1. The Landlord’s services, which have been defined in this Rental Agreement, consist of handing over the reserved property and providing the final cleaning. The property shall be provided in a good condition and



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with furniture and equipment. All additional services, including services provided by third parties are not included to the Rent and shall be paid by the Tenant separately.

3.2. In case of Tenant's arrival with pet(s), the final cleaning will be charged in increased amount indicated by the Landlord in the written permission.

3.3. Excluded from the Landlord's obligations, notwithstanding eventual duties of explanation, advice and care related to this matter, are all facts not in direct relation with the property and the contractual services, in particular the surrounding of the property, as well as the local conditions in the vacation spot. Without a written confirmation from the Landlord, third parties are not entitled to give differing promises or make an agreement as long as they are not authorized to do so. The key holder is not authorized by the Landlord to make any legal statements.

4. Tenant's particular duties

4.1. The given dates of arrival and departure are binding. The tenant is allowed to arrive later and depart earlier than submitted dates, but it does not affect the specified price. In principle, the arrival takes place between 14 and 21 local time. The Tenant shall inform the Landlord about estimated time of arrival within 1 (One) calendar day prior to arrival. In case of late arrival, the Tenant shall inform the Landlord in advance. Late arrivals have to be indicated in the travel documents. In general, the departure takes place until 11 a.m. local time.

4.2. The Tenant can use the property as well as its furniture and equipment. The Tenant is obliged to take care of the property as well as its inventory and existing shared-use facilities, and to be respectful to the neighbors.

4.3. The Tenant shall not allowed to arrange parties at the Leased property.



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4.4. In case of breakage of the Landlord's property or any of its equipment and furniture, the Tenant shall compensate this damage in full. The Tenant is not allowed to involve third parties to provide any service inside the Leased property without written permission from the Landlord.

4.5. The Properties may only be occupied by the number of persons provided for in the travel registration. No sub-rental shall be allowed. The Tenant shall ensure that all persons living in the Leased Property along with the Tenant perform all the obligations provided by this Rental Agreement. Children under 18 (Eighteen) years old are counted as adults in this context. Other or additional persons can be refused on the spot or be separately charged.

4.6. Pet(s) are only allowed in the Leased Property after receiving written permission from the Landlord. The Tenant is responsible for the compliance with the country's regulations regarding pet(s). Disregard leads to refused usage of the property or to a demanded extra charge. By accepting the present contract, the Tenant confirms that he has already obtained the liability insurance for the pet belonged to him. In any case, the Tenant accepts to suffer any arising costs related to pet's actions.

4.7. The Tenant shall pay the deposit in amount of **5 000 (Five thousand) CHF** prior to the keys are handed over. Unless otherwise informed, this deposit can be settled in cash or by credit card. After returning the Leased Property in the same condition, the deposit will be refunded by the Landlord within 7 (seven) working days – after deduction in incurred additional costs and costs incurred by damage. The Landlord is not liable for any delays caused by third parties, including but not limited to Tenant's bank. The refund of the deposit neither alters potential claims of the Landlord nor contains a particular waiver of claims for damage.

4.8. The Tenant shall fully comply with the Safety regulations of the Landlord.



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5. Careful Use

5.1. The Tenant shall use the Leased Property with due care, adhere to the existing residence rules and regulations and respect other tenants and neighbors. The Tenant shall immediately notify the Landlord and/or the key holder as soon as any damage is caused to the Leased Property.

5.2. If the Tenant or any of the persons living along with the Tenant in the Leased Property is in material default of his or her careful use obligations or the Leased Property is occupied by the higher number of tenants which exceeds that specified herein, then the Landlord and/or key holder shall be entitled to immediately terminate this Rental Agreement without any indemnification or reimbursement whatsoever payable hereunder.

5.3. In case of exceeding the limit of the quantity of people indicated during the booking procedure within the Leased property, the Tenant shall be liable to pay a penalty in amount of 1 000 (One thousand) CHF for each person per each night the person stays on the Leased property, additional to the declared/settled price of the full rent.

6. Redelivery of the Leased Property

6.1. The Leased Property shall be redelivered when due in same condition and with all property available therein. The Tenant shall remedy any defect or refund the cost of any missing property, as the case may be.

7. Withdrawal by the Tenant. Cancellation fees

7.1. The Landlord defines different terms of cancellation for high and middle season. The Landlord specifies the following durations of the seasons:

The duration of the High Season begins from 15 December till 15 March and from 15 June till 15 September.

In above-mentioned seasons the Tenant may withdraw from this Rental Agreement as follows:



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- from 60 days prior to check-in: 100 per cent of the Rent shall be refunded by the Landlord with deduction 100 CHF as a processing fee;
- in case of later withdrawal or non-arrival and non-utilization of the services agreed by this agreement: 100 per cent of the Rent shall be payable by the Tenant.

non-use or later-arrival to the Property does not provide the Tenant with the right to ask for compensation or to request additional duration to stay at the Leased property.

The duration of the Middle Season begins from 15 March till 15 June and from 15 September till 15 December.

In above-mentioned season the Tenant may withdraw from this Rental Agreement in the following order:

- from 30 days prior to check-in: 100 per cent of the Rent shall be refunded by the Landlord with deduction 100 CHF as a processing fee;
- from 29 to 15 days prior to check-in: 80 per cent of the Rent shall be payable;
- from 14 to 1 days prior to check-in: 100 per cent of the Rent shall be payable.
- in case of later withdrawal or non-arrival and non-utilization of the services agreed by this agreement: 100 per cent of the Rent shall be payable by the Tenant.

non-use or later-arrival to the Property does not provide the Tenant with the right to ask for compensation or to request additional duration to stay at the Leased property.

7.2. The withdrawal fee shall be calculated upon receipt of a notice by the Landlord or booking agency (if served on the weekend or any of the public holidays the foregoing notice shall be deemed as delivered on the next business day).

7.3. The Landlord reserves the right, in individual cases, to charge a tangibly higher compensation. In these cases, the Landlord is obliged to specify and prove the arisen expenses in detail.



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8. Substitute of rental property or withdrawal and cancellation by the Landlord

8.1. The Landlord may allocate the Tenant an equivalent substitute rental property where this is required by unforeseen or unavoidable circumstances.

8.2. The Landlord may withdraw, without meeting a deadline, from this agreement prior to the journey or cancel this agreement during the journey:

- a) if the behavior of the Tenant and/or any of his fellow travelers, in spite of appropriate warnings, repeatedly disturbs the neighbors, puts others in danger, or is involved in a significant breach of the present Rental Agreement, therefore, an immediate termination of this agreement is justified.
- b) if unforeseeable or unavoidable circumstances arise that make the hand-over of the rental property impossible, endanger the tenants or the property or impair the provision of services to such an extent that it becomes unreasonable to fulfil this Rental Agreement.

8.3. If the Landlord cancels this agreement according to paragraph 8:

- a) the Tenant forfeits the paid amounts. If the Landlord withdraws from this agreement before the beginning of the journey according to paragraph
- b) all amounts received are refunded immediately; if the Landlord withdraws from this agreement after the beginning of the journey, the Tenant will get back the part of the sum corresponding to the charges saved by the Landlord.

The Landlord is not liable to pay any compensation in any of the instances mentioned under this paragraph 8 nor can the Landlord held liable for any damages arising out of such withdrawal

9. Force Majeure. Miscellaneous

9.1. If any force majeure or unavoidable event (i.e. any Act of God, natural disaster or any act by the government authority etc.) or any of the circumstances beyond reasonable control of the Tenant prevents the same from moving into or using further the Leased Property, then the Landlord shall be entitled (but not



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obliged) to make available to the Tenant any equivalent replacement property, provided that any replacement claim is excluded. If this service cannot be rendered or may be provided to a certain extent only, then any amount already paid or any part thereof shall be refunded with any further claim excluded.

10. Liability

10.1. The Landlord's contractual liability to pay compensations for damage, which is no physical injury, is limited to the amount of the rent payment, provided that damage has neither been caused by the Landlord by intent nor by gross negligence, or if the damage has been caused only by fault of a third party service provided. The Landlord is not liable for defaults in performance related to the services that have been brokered and are explicitly indicated as external services.

10.2. When taking part and other holiday activities, the Tenant is responsible for himself. The Tenant should inspect sport facilities, equipment and vehicles prior to utilization. The Landlord recommends obtaining appropriate accident/medical insurance cover if the Tenant does not have it yet. In any case, the Landlord does not suffer any consequences and cannot be held liable to pay any costs on behalf of the Tenant.

10.3. The local contacts (the key holder, etc.) have neither the function of a tourist guide, nor are they representatives of the Landlord and nor do they have the authority to admit claims or make and/or receive statements, which are legally binding.

10.4. The liability of the Tenant or any other person using the Leased Property along with the Tenant or that arising upon any unforeseen or unavoidable non-performance by any third party whatsoever, any force majeure event or any of the circumstances which could not be foreseen or reasonably prevented by the Tenant or key holder, any intermediary or any other third party whatsoever engaged by the Landlord irrespective of their due care and bona fides shall be excluded. The Tenant shall be held liable for any damage caused by the same or any other person using the Leased Property along with the Tenant..



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11. Claims

11.1. The Tenant is obliged to notify the Landlord or the key holder immediately of any problem and ask for corrective actions. The Landlord or the key holder of the property does not have the right to recognize any type of claim for compensation. Claims as well as claims for compensation must be submitted, in written form and with evidence (photos, confirmation from the key holder, etc.) within one month of the contractually stipulated occupation to the Landlord to the following address: Chesa Chantarella Real Estate AG, Via Salastrains 10, 7500 St. Moritz.

12. Statutory limitation, non-assignment clause

12.1. The Tenant's claims as well as those of his fellow travelers against the Landlord are time barred 12 (Twelve) months beyond the date of the end of the journey provided for in the agreement, whatever the legal foundations are- with the exception, however, of claims resulting from unlawful acts. This is especially the case for claims arising from breach of pre- and post-contractual obligations as well as of subsidiary duties provided for in the Rental Agreement. The assignment of claims against the Landlord to any third party- also spouses and relatives- is barred, whatever the legal foundation is. The judicial enforcement of rights that have been assigned is also barred.

13. Ombudsman

13.1. Prior to any legal proceedings or for legal inquiries concerning this agreement, the Tenant may contact the independent ombudsman for the Swiss travel sector. The ombudsman aims to settle any problems between the Tenant and the Landlord in a fair and well-balanced manner.

14. Place of jurisdiction and applicable law

14.1. The contractual relationship between the parties of this Rental Agreement is subject to the laws of Switzerland. Any dispute arising from or in relation to this agreement shall be exclusively resolved at the location of the Leased Property.